

**PARTIAL RELEASE OF RESTRICTIVE COVENANT
FOR ZONING CASE NO. C14-85-149.100.02(RCA)**

Owner: Ringgold Partners II, LP, a Texas limited partnership

Owner Address: 2170 Piedmont Road, Atlanta, Georgia 30324

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, located in Travis, Williamson, and Hays Counties, Texas

City Council: The City Council of the City

WHEREAS, the property consisting of approximately 10.381 acres of land located at 13121, 13125, 13133, 13139, 13145, 13147 FM 1325 and 3001 Scofield Ridge Parkway, more particularly described as follows:

Lots 1-7, Block A, The Terraces at Scofield Ridge Subdivision, a subdivision in Travis County, Texas, as recorded in Document No. 200800240 of the Official Public Records of Travis County, Texas (the "Released Property"),

is a portion of that certain property described in Zoning File No. C14-88-149.100, consisting of approximately 670.61 acres of land (the "Original Property"), as more particularly described in that certain Restrictive Covenant, dated as of January 13, 1986, by Nash Phillips/Copus, Inc., recorded in Volume 09647, Page 0011, of the Real Property Records of Travis County, Texas; as amended by that certain First Amendment of Restrictive Covenant for Zoning Case C14-85-149.100, dated as of December 19, 1991, by and between Mellon Properties Company and the City, recorded in Volume 11600, Page 0256, of the Real Property Records of Travis County, Texas; as further amended by that certain Second Amendment of Restrictive Covenant for Zoning Case C14-85-149.100.01, dated as of November 5, 1992, by and between Mellon Properties Company and the City, on record at the Office of Planning and Development Department; as further amended by that certain Amendment of Original Restrictive Covenant and Termination of First Amendment and Second Amendment Restrictive Covenants for Zoning Case C14-85-149.100.01 and Restatement of Restrictive Covenant for Zoning Case C14-85-149.011.02, dated as of February 16, 1993, by and between Mellon Properties Company and Pflugerville Independent School District, recorded in Volume 11881, Page 1173 of the Real Property Records of Travis County, Texas; as further amended by that certain First Amendment to Original Restatement of Restrictive Covenant for Zoning Case C14-85-149.100.03, dated as of November 9, 1993, by and between Mellon Properties Company and the City, recorded in Volume 12071, Page 5 of the Real Property Records of Travis County, Texas; as further amended by that certain Second Amendment to Original Restatement of Restrictive Covenant for Zoning Case C14-85-149.100.04, dated as of November 2, 1994, by and between Mellon Properties Company and the City, recorded in Volume 12319, Page 771 of the Real Property Records of Travis County, Texas; as further amended by that certain Third Amendment to Original Restatement of Restrictive Covenant for Zoning Case C14.85-149.100.05, dated as of

April 25, 1995, by and between Mellon Properties Company and the City, recorded in Volume 12436, Page 68 of the Real Property Records of Travis County, Texas; and as further amended by that certain First Amended Restrictive Covenant for Zoning Case No. C14-85-149.100(RCA), dated as of August 29, 2013, by and between James E. McCarn and the City, recorded in Instrument No. 2013170614 in the Official Public Records of Travis County, Texas (as amended, the "Restrictive Covenant").

WHEREAS, the Released Property was impressed with certain covenants and restrictions by the Restrictive Covenant.

WHEREAS, Ringgold Partners II, LP, a Texas limited partnership, is the successor-in-interest to Nash Phillips/Copus, Inc. and is the current Owner of the Released Property.

WHEREAS, Owner and the City desire to amend the Restrictive Covenant to release the Released Property from the restrictions contained in the Restrictive Covenant.

WHEREAS, the Restrictive Covenant provides it can be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council, and (b) the owner of the property affected by the proposed modification, amendment or termination.

WHEREAS, the City Council and the Owner agree the Restrictive Covenant should be amended.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged, and in consideration of the premises and mutual promises, covenants, and agreement hereinafter set forth, the City and the Owner agree as follows:

1. The Restrictive Covenant is amended to release the Released Property from any and all obligations and restrictions contained in the Restrictive Covenant.
2. This document is intended to release the Released Property only and in no way modifies or replaces the Restrictive Covenant, amendments, and restatements as they relate to the remainder of the Original Property.
3. Except as expressly provided for in this Partial Release, each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth in the Restrictive Covenant, shall continue in full force and effect on and after the effective date of this Partial Release.
4. The City Manager, or her designee, shall execute on behalf of the City, this Partial Release as authorized by the City Council of the City of Austin. The Partial Release shall be filed in the Official Public Records of Travis County, Texas.

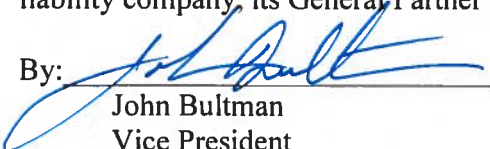
EXECUTED to be effective the 30th day of March, 2017

OWNERS:

Ringgold Partners II, LP, a Texas limited partnership

By: Ringgold Group II, LLC, a Texas limited liability company, its General Partner

By:


John Bultman
Vice President

CITY OF AUSTIN:

By:

Bert Lumbreras,
Assistant City Manager,
City of Austin

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF ~~TEXAS~~ ^{Georgia}

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COUNTY OF ~~TRAVIS~~ ^{DeKalb}

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This instrument was acknowledged before me on this the 30th day of March, 2017, by John Bultman as Vice President of Ringgold Group II, LLC, a Texas limited liability company, general partner of Ringgold Partners II, LP, a Texas limited partnership, on behalf of said partnership.



Notary Public, State of ~~Texas~~ ^{Georgia}



After Recording, Please Return to:
City of Austin
Law Department
P. O. Box 1088
Austin, Texas 78767
Attention: Michele Thompson, Paralegal